

**ROA
TAB
1193**

Mar 24 01 12:43a Ritter

(703) 518-4488

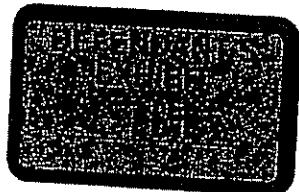
P 1

3/24/01

To. Tim Graham

From. J. Ritter

Re: - - - - 3



CONFIDENTIAL
3WC 0008032

Mar 24 01 12 43a Ritter

(703) 518-4488

P-2

Winstar Subcontract Documentation

Order of documents (Number corresponds to number in bottom right hand corner of document)

Services for 1Q99

1 Winstar Invoice 663039 \$25,000 000

Services for 2Q992 Winstar PO WNE 2797
3 Winstar Invoice 663158 \$33,873 091**Services for 3Q99**4 Winstar Invoice 663535 \$36,536 473
5 Lucent Invoice ER911395 \$38,000 000 (ref Winstar PO WNE 3548)
6 Winstar backup**Services for 4Q99**7 Lucent PO AS025971 \$38,500,000
8 Winstar Invoice to Lucent \$38,758,042 (ref Lucent PO AS025971)
9 Lucent Invoice ER002010 \$38,758,042 (ref Winstar PO WNE 4579)
10 Backup to Winstar invoice**Services for 1Q00**11 Winstar PO WNE 5737
12 Lucent PO AS026074
13 Winstar invoice to Lucent \$55 485,175
14 Lucent invoice SU012489 \$55,485 175 (ref Winstar PO WNE 5737)
15 Backup to Winstar invoice (ref Lucent PO AS026074)**Services for 2Q00**16 Winstar PO WVFI 1221
17 Lucent PO AS026145
18 Winstar invoice to Lucent \$67,400,000 (ref Lucent PO AS026145)
19 Lucent invoice SU019955 \$67,388,372 (ref Winstar PO WVFI 1166)
20 Backup to Winstar invoice**Services for 3Q00**21 Winstar PO WVFI 2958
22 Lucent PO to Winstar
23 Winstar invoice to Lucent
24 Lucent invoice SU023859 \$67,291,934 (ref Winstar PO WVFI 2958)
25 Winstar BackupCONFIDENTIAL
3WC 0008033

Mar 24 01 12 43a Ritter

(703) 518-4488

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1 Q '99

CONFIDENTIAL
3WC 0008034

Mar 24 01 12 43a Ritter
MAR-23-2001 22 16

(703) 510-4488

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P 12/12

Statement and Invoice

12 June 1999

Lucent Technologies

600 Mountain Avenue
Murray Hill, NJ 07104
ATTN: Mr. Chuck Taylor

FOR BILLING INQUIRIES, PLEASE CALL
1-800-223-4767
FOR SERVICE INQUIRIES, PLEASE CALL
1-800-275-6486

INVOICE NUMBER 883039
ACCOUNT NUMBER A9327187
FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges \$0.00

DATE PAYMENTS AND ADJUSTMENTS

AMOUNT

Re: P.O. AS025655 and P.O. AS025681. Charges for the services listed below for the period 1/1/99 through 3/31/99
Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Router Engineering,
Wire Engineering, Network Integration (CO Hubs, B-Sites), Site Survey and Site Acquisition

Total Charges-Others \$25,000.000

Total Due (Payment Due on 6/30/99) \$25,000.000

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
can be available in less than one week. Please call your Account Manager to place an order

To insure proper credit, please detach this portion and return with remittance

June, 1999

Invoice Number 883039
Account Number A9327187

Please make checks payable to

WINSTAR WIRELESS, INC
1577 SPRINGHILL RD
ATTN: ACCOUNTS RECEIVABLE
VIENNA VA 22182

Amount Due \$25,000.000.00

TOTAL P 12

CONFIDENTIAL
3WC 0008035

Mar 24 01 12 43a Ritter

(703) 518-4488

P 5

2 Q '99

CONFIDENTIAL
3WC 0008036

Mar 24 01 12 44a Ritter

MAR-23-2001 22:15

(703) 518-4488

P-6
P 1B/12

Purchase Order

Winstar Network Expansion, LLC
 1577 Spring Hill Rd
 Vienna VA 22182-2223
 United States

Purchase Order	Date	Revision	Page
WNE 0000002787	07/30/1999		1
Payment Terms	Freight Terms		
Net 30	ORI		
Buyer	Carrier/Buyer		Ship Via
			COMMON
Ship To	7709 LEESBURG PIKE		Currency Code
	FALLS CHURCH VA 22043		USD
	United States		

Vendor: LUCENT TECHNOLOGIES INC
 PO BOX 100317
 ATLANTA GA 30384-0317
 United States

Fax: 404 573 4589

Bill To: 1577 SPRINGHILL ROAD
 VIENNA VA 22182
 United States

Vendor ID: 0000000047 Reference: LUCENT / PROJECT SUPPORT

Line/Schd Vendor Part #	Description	Unit ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 1	NETWORK SERVICES REQUIRED IN SUPPORT OF THE WINSTAR PURCHASE ORDERS IDENTIFIED BELOW SERVICES ARE REQUIRED TO DELIVER THE NETWORK SERVICES ASSOCIATED WITH THE SCOPE OF WORK IDENTIFIED IN THE WINSTAR / LUCENT SUPPLY AGREEMENT		1.00	LCST	000,000.000 000	34 000 000.00	07/30/1999

WINSTAR PO

WLS-161

WNE-1279 -- OPT-#0 #60121 TY ALA
 WNE-1217 -- #610921 7%IN BY HAWAII & PACIFIC EASTERN OR OR
 WNE-1752 -- #610920 7%IN BY HAWAII & PACIFIC EASTERN OR OR
 WNE-1749 -- #6405002 LSC DE WASH

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS OF THE WINSTAR/
 LUCENT SUPPLY AGREEMENT DATED OCTOBER 21 1996

PLEASE NOTE: WINSTAR PO # MUST BE INDICATED ON ALL INVOICES SUBMITTED FOR PAYMENT. FAILURE TO
 INDICATE PO# ON INVOICE MAY RESULT IN INVOICE BEING RETURNED UNPAID. ALL
 QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO
 BRAD SHELTON AT 703/268-6877. THANK YOU

ORIGINATOR: STEVE LIDD

Total PO Amount

All shipments, shipping papers, invoices and correspondence must
 be identified with our purchase order number. Over shipments will
 not be accepted unless authorized by Buyer prior to shipment.

CONFIDENTIAL
 3WC 0008037

Mar 24 01 12:44a Ritter
 MAR-23-2001 22:15

(703) 518-4488

P 89/12 P 7

Statement and Invoice

03 Aug, 1999

Lucent Technologies

Lucent AS025719
 P.O. Box 105631
 Atlanta, GA. 30348-5631

FOR BILLING INQUIRIES, PLEASE CALL
 FOR SERVICE INQUIRIES, PLEASE CALL

1-800-223-4787

1-800-275-6496

INVOICE NUMBER 663158

ACCOUNT NUMBER: A8327187
 FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$2.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges \$0.00

DATE PAYMENTS AND ADJUSTMENTS

Re. P.O. AS025719 Charges for the services listed below for the period 4/1/99 through 7/31/99
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Router Engineering,
 • Wire Engineering, Network Integration (CO, Hubs, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs \$27,838.792
 Total - Indirect Costs 36,034.289

Total Due (Payment Due in 30 days) \$33,873.081

Need more capacity? With WinStar Wireless Fiber Service, additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order.

CONFIDENTIAL
 3WC 0008038

Mar 24 01 12 44a Ritter

(703) 518-4488

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3 Q '99

CONFIDENTIAL
3WC 0008039

Mar 24 01 12 44a Ritter
 MAR-23-2001 22 14

(703) 518-4488 P 85/12 P 9

Statement and Invoice

18 Oct 1999

Lucent Technologies

FOR BILLING INQUIRIES, PLEASE CALL
 1-800-222-4767
 FOR SERVICE INQUIRIES, PLEASE CALL
 1-800-378-6456

Lucent AS025R2B
 P O Box 105651
 Atlanta, GA. 30348-5651

INVOICE NUMBER 663535
 ACCOUNT NUMBER-
 FEDERAL TAX ID: AB327117

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges **\$0.00**

DATE PAYMENTS AND ADJUSTMENTS

Re: P O AS025R2B. Charges for the services listed below for the period 7/1/99 through 9/30/99
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction,
 Broadband Router Engineering, Inside Wire Engineering, Network Integration of Central Offices with Hubs
 and B-Sites.

Total Direct Costs \$26,588,400
 Total - Indirect Costs \$8,948,073

Total Due (Payment Due in 30 days) \$35,536,473

Need more capacity? With WinStar Wireless Fiber Service, additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order

(4)

CONFIDENTIAL
 3WC 0008040

Mar 24 01 12 44a Ritter
MAR-23-2001 22 14

(703) 518-4488

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P 06/12

			Estimated Local Billing			Estimated Local Billing			Estimated Local Billing		
			Direct Local Indirect	Indirect	Total	Direct Local Indirect	Indirect	Total	Direct Local Indirect	Indirect	Total
Financial Services											
Proprietary Financial Systems	2110	\$159,279	50	\$137,279	\$277,361	50	\$257,361	\$127,270	50	\$227,270	\$101,960
Freight/Postal											
Logistics	2760	\$408,157	32	\$408,157	\$719,334	32	\$719,334	\$361,646	32	\$362,206	\$169,317
Asset Management	2770	\$141,356	30	\$74,356	\$48,178	30	\$48,178	\$41,267	30	\$41,267	\$12,801
WinnStar Systems Group											
Financial Administration	4810	\$11,742	32	\$11,742	\$13,963	32	\$13,963	\$12,057	32	\$12,057	\$1,141
Y2K Compliance	4120	\$1,743	30	\$743	\$7,053	30	\$7,053	\$11,913	30	\$11,913	\$14,817
Communication Systems	4130	\$121,199	31	\$11,911	\$122,390	31	\$122,390	\$12,745	31	\$12,745	\$1,241
CIP Host	4140	\$199,407	30	\$99,407	\$72,918	30	\$72,918	\$10,070	30	\$10,070	\$87,010
Billing Systems	4150	\$192,506	30	\$96,506	\$102,271	30	\$102,271	\$10,067	30	\$10,067	\$14,913
Financial Systems	4160	\$131,175	31	\$131,175	\$18,010	31	\$18,010	\$13,528	31	\$13,528	\$1,205,303
Data Management Systems	4170	\$225,149	32	\$225,149	\$25,526	32	\$25,526	\$25,507	32	\$25,507	\$10,244
Mid/Gen Building Systems	4180	\$113,845	30	\$113,845	\$14,470	30	\$14,470	\$11,286	30	\$11,286	\$55,077
Properties Operations	4190	\$427,012	31	\$19,954	\$120,694	31	\$120,694	\$10,694	31	\$10,694	\$1,554,418
B2B Systems	4200	\$164,012	30	\$59,012	\$8,701	30	\$8,701	\$11,178	30	\$11,178	\$169,462
Implementation	4210	\$216,634	32	\$19,634	\$118,812	32	\$118,812	\$11,812	32	\$11,812	\$172,270
Implementation	4220	50	50	50	\$11,258	50	\$11,258	\$11,779	50	\$11,779	\$11,207
Implementation	4230	50	50	50	\$11,957	50	\$11,957	\$11,944	50	\$11,944	\$11,944
Office Automation	4240	\$10,917	30	\$10,917	\$12,450	30	\$12,450	\$10,533	30	\$10,533	\$188,768
Special Projects	4250	\$323,451	30	\$14,451	\$29,570	30	\$29,570	\$12,882	30	\$12,882	\$1,114,199
OSS Planning	4110	\$351,1	31	\$10,128	\$14,337	31	\$14,337	\$10,480	31	\$10,480	\$1,222,175
OSS EIT	4120	\$1,104	30	\$1,104	\$17,823	30	\$17,823	\$10,661	30	\$10,661	\$127,533
LD & ATN	4130	\$11,151	31	\$11,151	\$1,104	31	\$1,104	\$1,104	31	\$1,104	\$10,206
Enterprise Network Eng	4140	\$125,987	30	\$19,913	\$163,502	30	\$163,502	\$10,523	30	\$10,523	\$1,114,913
Systems Architecture	4150	\$117,619	30	\$117,619	\$10,240	30	\$10,240	\$10,240	30	\$10,240	\$1,114,913
OSS Operations	4160	\$192,443	31	\$192,443	\$198,547	31	\$198,547	\$194,347	31	\$194,347	\$1,114,913
OSS Development	4170	\$411,716	31	\$1,716	\$107,735	31	\$107,735	\$76,961	31	\$76,961	\$1,114,913
WinnStar Data Building											
WinnStar Central Office	2510	\$671,328	50	\$71,328	\$710,498	50	\$710,498	\$309,918	50	\$309,918	\$1,114,913
WinnStar Field Office	2520	\$1,279,780	54,731,012	\$1,731,012	\$1,607,775	\$776,447	\$2,210,222	\$1,481,743	\$1,619,730	\$2,081,422	\$1,114,913

CONFIDENTIAL
3WC 0008042
(6a)

Mar 24 01 12 45a Ritter
MAR-23-2001 22 15

(703) 518-4489

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CONFIDENTIAL
3WC 0008043

66

Mar 24 01 12 46a Ritter

(703) 518-4488

p 1

3/24/01

To Tim Graham

From J F H

1 - 2 - 3

CONFIDENTIAL
3WC 0008044

Mar 24 01 12 46a Ritter

(703) 518-4488

P 2

4 Q '99

CONFIDENTIAL
3WC 0008045

Mar 24 01 12 46a Ritter
 MAR-23-2001 22 13

SHIP TO
 7, LUCENT TECHNOLOGIES
 AS025971
 M M GOWDY
 900 NORTH POINT PKY
 ALPHARETTA, GA 30202

VENDOR:
 WINSTAR COMMUNICATIONS
 ATTN: STEVE LEED
 7799 LEESBURG PIKE
 TYSON'S CORNER VA 22043

QUESTIONS REGARDING:
 PURCHASING: JOHN QUINN (770) 750-2543
 TRNSP: 404-573-4516
 F.O.B. TERMS

F.O.B. POINT:
 NO D.O.B. INCLUDE PACKING LIST. DO NOT DECLARE VALUE. ON RELEASE VALUE USE VALUE
 RESULTING IN LOWEST CHARGE. COMBINING ALL SAME DAY SHIPMENTS. TO SAME CONSIGNEE. SAME
 CARRIER, ON SAME B/L (NOT APPLICABLE ON JIT & RUSH). COMPLY WITH PACKING DESIGN.

THIS IS A SERVICE ORDER. RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
 REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (09-01-99 TO 12-31-99)

REQUIRED AT DESTINATION

PROMISED AT DESTINATION

ITEM	QTY	ORD	PART-ID	PRICE
01	1	JOB		\$38,500.00 00 E JOB

SWITCH SITE PLANNING AND CONSTRUCTION, NETWORK INTEGRATION
 (CC, HUBS & 5-SITES), HUB SITE PLANNING AND CONSTRUCTION

ESTIMATED ORDER VALUE \$38,500.000 00

YEAR 2000 WARRANTY

SUPPLIER WARRANTS TO COMPANY AND ITS CUSTOMERS THAT THE DELIVERABLES
 PROVIDED BY SUPPLIER TO COMPANY PURSUANT TO THIS AGREEMENT AND SUPPLIER'S
 INTERNAL SYSTEMS SHALL: (I) OPERATE IN THE SAME MANNER BEFORE, DURING AND

***** CONTINUED *****

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
 SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
 CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
 CONTRACT SHALL OVERWITE ON THE REVERSE SIDE OF THIS PAGE

LT 1420 (5/94)

CONFIDENTIAL
 3WC 0008046

(7a)

Mar 24 01 12 46a Ritter
MAR-23-2001 22 14

(703) 518-4488

p 4

DATE:01/20/00 PAGE: 2 P 82/12

AFTER JANUARY 1, 2000 (WITHOUT LIMITATION AS TO TIME), AND (II) RECORD,
ACCESS, STORE AND PRESENT DATA CONTAINING DATES IN THE YEAR 2000, AND
THEREAFTER WITHOUT LIMITATION AS TO TIME, IN THE SAME MANNER AS DATA
CONTAINING DATES PRIOR TO THE YEAR 2000

***** END OF ORDER ***** END OF ORDER ***** END OF ORDER *****

SEARCHED
INDEXED

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC
MAIL CODE 1770 700 EAST MURKIN STREET, RIVER

LT-4130 (200)

TOTAL P 80

(7b)

CONFIDENTIAL
3WC 0008047

Mar 24 01 12 48a Ritter
MAR-23-2001 19 21

(703) 518-4488

P 5

P 84/16

Statement and Invoice

21 JAN 2000

Lucent Technologies

FOR BILLING INQUIRIES PLEASE CALL
FOR SERVICE INQUIRIES PLEASE CALL1-800-223-4767
1-800-275-6495Lucent
800 North Point Parkway
Room 83N750J
Alpharetta, GA 30005ACCOUNT NUMBER
FEDERAL TAX ID-

A9327157

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00

Total Current Charges \$0.00

DATE PAYMENTS AND ADJUSTMENTS

Re PO AS025971 Charges for the services listed below for the period 10/1/99 through 12/31/99
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
 Inside Wire Engineering, Network Integration (CO, Hubs, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs	\$31,167 736
Total Indirect Costs	\$7 590,306

Total Due
(Payment Due in
30 days)
\$38 758 042

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order

Mar 24 01 12 46a Ritter

(703) 518-4488

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TOTAL P 60

INVOICE

LUCEN TECHNOLOGIES INC
P.O. BOX 100175
ATLANTA, GA 30344-0175
ATTN: ACCOUNTS RECEIVABLE

Ship To: VINTAGE COMMUNICATIONS
1719 KINGSIDE STIC
ATTN: JOHN LEONARD 3RD FLOOR

FAX: 770-946-0204

VA 33171

Ritter

Invoice Number: 14002010
Invoice Date: 03/11/06
Account Number: 2010116
Page Number: 1

Customer P.O. #			LINC Reference #		Customer Code		Terms		Customer Ref. #			FOB		Invoiced / Shipped / Tracked			
Microcode/ID			Last Order Date		Ship Date		Last P. Shipped		Quantity Shipped			Unit Price		Tax			
Item No.	Customer ID	Ref. No.	Ship Date	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered	Entered
00001	03248476	03/12/06							1-1	1	1	116.756	042.00				

116.756 042.00

1-1 AT&T SERVICES

AT&T SERVICES SERVICES REQUIRED IN SUPPORT OF THE VINTAGE
SERVICES ARE REQUIRED TO OBTAIN THE AT&T SERVICES
ASSOCIATED WITH THE ACTIVATION OF WORK RELATED IN THE
VINTAGE/AT&T SUPPLY AGREEMENT

LAST PAGE • • •

Customer Ref. #																	

Sub Total: \$ 18,756.042.00

Customer Ref. #																	

Sub Total: \$ 18,756.042.00

Less Advance Payment
Transportation

7.00

7.00

Sub Total: \$ 18,756.042.00

Customer Ref. #																	

Customer Ref. #

PAYMENT SHOULD BE MADE
TO ARRIVE AT THE DUE DATE

ORIGINAL

9a

Mar 24 01 12 47a Ritter
MAR-23-2001 22 14

(703) 518-4488

P 8

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4112

CONFIDENTIAL
3WC 0008051

Mar 24 01 12 47a Ritter

(703) 518-4488

p 9

1Q '00

CONFIDENTIAL
3WC 0008052

Mar 24 01 12 47a Ritter
MAR-23-2001 19 22

(703) 518-4488

P 10

P 07/15

Purchase Order

*Attn: Jonathan Ritter
3 page*

Winstar Network Expansion, LLC
1577 Spring Hill Rd
Vienna VA 22182 2223
USA

Purchase Order	Date	Revision	Page
WNE 0000005737	03/28/2000	1	
Payment Terms Freight Terms			
Net 30 (OR)			
Buyer: Shelton, Brad			
SHIP TO: 2545 Horse Pen Rd			
Hampton VA 23671-3401			
USA			

Vendor: LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
USA

BILL TO: 2545 Horse Pen Rd
ATTENTION JOHN LEONE C-3336
Hampton VA 23671-3401
USA

Cust: CHARLOTTE WILLIAMS
Fax: 404 573 4689

Line-Schd	Vendor Part #	Description	Mfg ID	Tax Exempt		N Tax Exempt ID	Extended Amt	Due Date
				Quantity	UOM			
1	1	ARCHITECTURE		4,370,000.00	DOL	1,000	4,370,000.00	03/31/2000
2	1	WINSTAR END-USER SERVICES ENGINEERING		3,030,000.00	DOL	1,000	3,030,000.00	03/31/2000
3	1	LAB SERVICES		8,000,000.00	DOL	1,000	8,000,000.00	03/31/2000
4	1	CITY NETWORK PLANNING		5,530,000.00	DOL	1,000	5,530,000.00	03/31/2000
5	1	NETWORK CAPACITY ADMINISTRATION		6,600,000.00	DOL	1,000	6,600,000.00	03/31/2000
6	1	PROGRAM MANAGEMENT		2,085,000.00	DOL	1,000	2,085,000.00	03/31/2000
7	1	NETWORK INFRASTRUCTURE BUILDOT 1		32,310,281.33	DOL	1,000	32,310,281.33	03/31/2000
8	1	NETWORK INFRASTRUCTURE BUILDOT 2		110,753.78	DOL	1,000	110,753.78	03/31/2000
9	1	NETWORK INFRASTRUCTURE BUILDOT 3		221,854.05	DOL	1,000	221,854.05	03/31/2000
10	1	NETWORK INFRASTRUCTURE BUILDOT 4		759,884.84	DOL	1,000	759,884.84	03/31/2000
11	1	NETWORK INFRASTRUCTURE BUILDOT 5		18,131,000.00	DOL	1,000	18,131,000.00	03/31/2000

ORIGINATOR: USA HICKS 703-888-4289
C 5 SERVICES PER LUCENT SUPPLY AGREEMENT CY2000

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT BETWEEN WINSTAR AND LUCENT TECHNOLOGIES.

ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT
703/226-7677 THANK YOU

Total PO Amount 61,148,774.00

All shipments, shipping papers, invoices and correspondence must be identified with our purchase order number. Over shipments will not be accepted unless authorized by Buyer prior to shipment.

CONFIDENTIAL
3WC 0008053

Mar 24 01 12 47a Ritter
MAR-23-2001 19 23

(703) 518-4488

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SHIP TO
LUCENT TECHNOLOGIES
AS026074
M M DOWDY
800 NORTH POINT PKY
ALPHARETTA, GA 30202

PURCHASE/SERVICE ORDER

P.O. AS026074

DATE: 03/31/00 PAGE 1

P 10/16

VENDOR:
WINSTAR COMMUNICATIONS
ATTN: LISA HICKS
7799 LEESBURG PIKE
TYSON'S CORNER VA 22043

SEND PURCHASING CORRESPONDENCE TO:
LUCENT TECHNOLOGIES
PURCHASING RM 93S540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

QUESTIONS REGARDING:
PURCHASING JOHN QUINN (770) 760-2593
TRNSP 404-573-4516
F O B TERMS

SEND INVOICES TO:
LUCENT AS026074
P.O. BOX 105651
ATLANTA, GA 30348-5651
1-888-290-3500 07:30-04 15 EST

F O B POINT
NO C.O.D. INCLUDE PACKING LIST. DECL. NO.1 DECL. VALUE. ON RELEASE VALUE USE VALUE
ROUTING

PAY TERMS NET 30
TAX EXEMPT. PURCHASED FOR RESALE
TAX CERT NO 175-79-36642-7

THIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (01-01-00 TO 03-31-00)

REQUIRED AT DESTINATION

ALL ITEMS PROMISED AT DESTINATION:

ITEM	QTY ORD	PART-ID	PRICE	
01	1 JOB		\$110,733.78	E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 2

ITEM	QTY ORD	PART-ID	PRICE	
02	1 JOB		\$221,854.05	E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 3

***** CONTINUED *****

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
CONTRACT REPLACE THOSE ON THE REVERSE SIDE OF THIS PAGE

(12a)

LT 1120 15/8

CONFIDENTIAL
3WC 0008054

Mar 24 01 12 47a Ritter
MAR-23-2001 19 23

(703) 518-4488

P 12

PURCHASE/SERVICE ORDER

P.O. AS026074

P 11/16

DATE 03/31/00 PAGE: 2

ITEM QTY ORD PART-ID

PRICE

03 1 JOB \$759,884.84

E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 4

ITEM QTY ORD PART-ID

PRICE

04 1 JOB \$18,131,000.00

E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 5

ITEM QTY ORD PART-ID

PRICE

05 1 JOB \$32,310,281.00

E JOB

SUBCONTRACT FOR NETWORK INFRASTRUCTURE BUILD-OUT 1

ESTIMATED ORDER VALUE

51,533,753

SUPPLIER WARRANTS TO COMPANY AND ITS CUSTOMERS THAT THE DELIVERABLES PROVIDED BY SUPPLIER TO COMPANY PURSUANT TO THIS AGREEMENT AND SUPPLIER'S INTERNAL SYSTEMS SHALL: (I) OPERATE IN THE SAME MANNER BEFORE, DURING AND AFTER JANUARY 1, 2000 (WITHOUT LIMITATION AS TO TIME), AND (II) RECORD, PROCESS, STORE AND PRESENT DATA CONTAINING DATES IN THE YEAR 2000; AND THEREAFTER WITHOUT LIMITATION AS TO TIME, IN THE SAME MANNER AS DATA CONTAINING DATES PRIOR TO THE YEAR 2000

**** END OF ORDER **** END OF ORDER **** END OF ORDER ****

MARY-KARDOMATEAS

126
LUCENT TECHNOLOGIES INC
JOHN QUINN (770) 780-2693 (AUTHORIZED SIGNATURE), BUYER

CONFIDENTIAL
3WC 0008055

Mar 24 01 12 48a Ritter
MAR-23-2001 19 22

(703) 518-4488

p.13

P 88/16

Statement and Invoice

05 MAY 2000

Lucent Technologies

FOR BILLING INQUIRIES PLEASE CALL
FOR SERVICE INQUIRIES PLEASE CALL1-800-223-4767
1-800-275-6486Lucent
800 North Point Parkway
Room 63N750J
Alpharetta, GA 30005ACCOUNT NUMBER:
FEDERAL TAX ID

A9327187

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00
	<u>\$0.00</u>

DATE PAYMENTS AND ADJUSTMENTS

Re: PO AS026074 Charges for the services listed below for the period 01/01/2000 through 03/31/2000
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
 Inside Wire Engineering, Network Integration (CO, Hubs, B-Sites), Site Survey and Site Acquisition.

Total - Direct Costs	\$39 840,595
Total Indirect Costs	\$15 644 580

Total Due
(Payment Due in
30 days)
\$55 485 175

Lucent Technologies Invoice for Direct and Indirect Labor Second Qtr 2000 Acct Number A9327187

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order

(13)

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Mar 24 01 12 48a Ritter
MAR-23-2001 19 22

(703) 518-4488

p. 15

P 09/16

Winter Telecommunications for
Local Billing or Capital Lease
(Q1 Actual)

Residential	Last Month	January			February			March			Quarter 1 Last Month
		Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total	
WINSTAR SYSTEMS GROUP											
External Systems	4110	10,577	7,037	17,614	10,238	6	10,244	4,265	4,638	9,307	30,413
Customer Services	4120	24,164	4,254	28,418	20,619	0	20,619	4,265	4,638	20,987	50,793
CDI Flat	4130	10,124	0	10,124	11,637	0	11,637	0	0	11,637	10,197
Bill & Frame	4131	1,469,113	0	1,469,113	1,463,713	0	1,463,713	0	0	1,463,713	2,611,579
Financial Systems	4140	18,410	0	18,410	16,210	0	16,210	0	0	16,210	30,193
Customer Support Systems	4150	62,250	0	62,250	62,249	0	62,249	0	0	62,249	139,644
Production Operations	4160	69,151	0	69,151	67,149	0	67,149	0	0	67,149	101,543
AST Usage	4170	10,219	0	10,219	10,119	0	10,119	0	0	10,119	19,325
Health Systems Total	4180	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Office Automation	4190	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
LDA, AN	4191	10,119	0	10,119	10,119	0	10,119	0	0	10,119	19,325
Bill & Frame	4192	21,613	0	21,613	21,613	0	21,613	0	0	21,613	41,232
Systems Development	4193	11,162	0	11,162	10,119	0	10,119	0	0	10,119	19,325
Old Development	4194	10,119	0	10,119	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4195	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4196	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4197	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4198	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4199	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4200	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4201	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4202	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4203	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4204	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4205	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4206	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4207	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4208	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4209	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4210	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4211	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4212	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4213	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4214	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4215	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4216	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4217	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4218	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4219	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4220	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4221	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4222	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4223	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4224	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4225	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4226	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4227	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4228	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4229	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4230	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4231	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4232	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4233	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4234	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4235	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4236	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4237	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4238	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4239	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4240	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4241	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4242	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4243	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4244	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4245	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4246	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4247	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4248	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4249	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4250	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4251	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4252	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4253	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4254	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4255	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4256	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4257	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4258	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4259	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4260	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4261	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4262	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4263	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4264	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4265	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4266	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4267	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4268	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4269	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4270	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4271	11,211	0	11,211	10,119	0	10,119	0	0	10,119	19,325
Winstar Total	4272	11,211									

Mar 24 01 11 54a Ritter

(703) 518-4488

p.1

3/24/01

To Tim Graham

From J. H.

K - 3 - 4

Mar 24 01 11 54a Ritter

(703) 518-4488

p 2

2 Q '00

CONFIDENTIAL
3WC 0008060

Mar 24 01 11 54a Ritter
MAR-23-2001 22 11

(703) 518-4488

P 3
P 18/16

Purchase Order

CHANGE ORDER

Purchase Order	Date	Revision	Page
WVF-1-0000001221	05/03/2000	1-07709/2000	1
Payment Terms	Freight Terms		Ship Via
Net 30	CPT		COMMON
Buyer:	Shelton, Brad	Currency Code:	USD
SHIP TO:	2543 Hanes Pk Rd		
	Herndon VA 20171-3401		
	United States		

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United StatesVendor: LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States
Fax: 404 573 4689BILL TO: 2543 Hanes Pk Rd
ATTENTION JULIAN HADDOAD
Herndon VA 20171-3401
United States

Vendor ID:	Reference:	Line-Item	Line-Item Vendor Part #	Description	Net ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1	REO 2003972/1209	1	1	SYNC MONITORING PLAN SERVICE, TRAINING DEVELOPMENT		2,158,711.00	DOL	1.000	2,158,711.00	05/30/2000
2		1	1	NETWORK INFRASTRUCTURE BUILDOUT 1		23,785,304.00	DOL	1.000	23,785,304.00	05/30/2000
3		1	1	NETWORK INFRASTRUCTURE BUILDOUT 2		3,910,956.00	DOL	1.000	3,910,956.00	05/30/2000
4		1	1	NETWORK INFRASTRUCTURE BUILDOUT 3		1,028,861.00	DOL	1.000	1,028,861.00	05/30/2000
5		1	1	NETWORK INFRASTRUCTURE BUILDOUT 4		4,803,947.00	DOL	1.000	4,803,947.00	05/30/2000
6		1	1	NETWORK INFRASTRUCTURE BUILDOUT 5		5,128,811.00	DOL	1.000	5,128,811.00	05/30/2000
7		1	1	NETWORK INFRASTRUCTURE BUILDOUT 6		22,703,291.00	DOL	1.000	22,703,291.00	05/30/2000

ORIGINATOR:LUISA HICKS

LUCENT TRACKING NO. ES-PM-CH-7010
NETWORK SYNCHRONIZATION

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT
BETWEEN WINSTAR TELECOMMUNICATIONS, INC. AND LUCENT TECHNOLOGIES, INC. DATED OCTOBER 21, 1998.ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT
703228-7827 THANK YOU.Total PO Amount: **69,547,081.00**All shipments, shipping papers, invoices and correspondence must
be identified with our purchase order number. Over shipments will
not be accepted unless authorized by Buyer prior to shipment.

Authorized Signature

TOTAL P 81

16

CONFIDENTIAL
3WC 0008081

Mar 24 01 11 54a Ritter
MAR-23-2001 22 11

(703) 518-4488

P 4

P 11/16

PURCHASE/SERVICE ORDER

P U AS026145
DATE:06/30/00 PAGE: 1

SHIP TO:
LUCENT TECHNOLOGIES
AS026145
M M DOWDY
900 NORTH POINT PKY
ALPHARETTA, GA 30202

SEND PURCHASING CORRESPONDENCE TO
LUCENT TECHNOLOGIES
PURCHASING RM 935540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

VENDOR:
WINSTAR COMMUNICATIONS
ATTN: LISA HICKS
2545 HORSE PARK ROAD
HERNDON VA 20171

SEND INVOICES TO:
LUCENT AS026145
P O. BOX 105651
ATLANTA, GA 30348-5651
1-888-290-3500 07:30-04 15 EST

QUESTIONS REGARDING
PURCHASING JOHN QUINN (770) 750-2593
TRNSP 404-573-4516
F O B TERMS:

PAY TERMS NET 30
TAX EXEMPT PURCHASED FOR REGALE
NOT FOR RESALE. THIS ORDER IS FOR THE PURCHASE OF THE FOLLOWING: RELEASE, VALUE, USE, VALUE
REQUIRING THAT THE CARRIER USE THE SAME CARRIER FOR ALL SHIPMENTS. TO SAME CONSIGNEE &
CARRIER, ON SAME B/L NOT APPLICABLE ON J/T. MUST COMPLY WITH PACKING DESIGN
ROUTING

THIS IS A SERVICE ORDER. RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (04-01-00 TO 06-30-00).

REQUIRED AT DESTINATION: 04-01-00

PROMISED AT DESTINATION

ITEM	STY ORD	PART-ID	PRICE
01	3 JOB		\$67,388.372 00 E JOB

SERVICES RELATED TO NETWORK BUILD-OUT OF WINSTAR'S
NETWORK, SEE ATTACHED SHEET

ESTIMATED ORDER VALUE 67,388,372.00

***** END OF ORDER ***** END OF ORDER ***** END OF ORDER *****

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC.
JOHN QUINN (770) 750-2593 (AUTHORIZED SIGNATURE), BUYER

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT

TOTAL P 02

CONFIDENTIAL
3WC 0008082
(12)

Mar 24 01 11 54a Ritter
MAR-23-2001 19 25

(703) 518-4488

P-5

P 15/16

PURCHASE/SERVICE ORDER

F.O.U AS026145

DATE 06/30/00 PAGE 1

SHIP TO:

LUCENT TECHNOLOGIES
AS026145
M M DOWDY
200 NORTH POINT PKY
ALPHARETTA, GA 30202

VENDOR:

WINSTAR COMMUNICATIONS
ATTN. LISA HICKS
2545 HORSE PARK ROAD
HERNDON VA 20171

SEND PURCHASING CORRESPONDENCE TO
LUCENT TECHNOLOGIES
PURCHASING RM 93S540
900 NORTH POINT PKWY
ALPHARETTA, GA 30202

QUESTIONS REGARDING

PURCHASING JOHN QUINN (770) 750-2593
TRNSP 404-573-4516

F O B TERMS

SEND INVOICES TO:
LUCENT AS026145
P O BOX 105651
ATLANTA, GA 20340-5651
1-888-290-3500 OT 20-04 15 EST

IF O B POINT: JAX-DEBT NO:175-79-36542-7
INCLUDE PACKING LIST & DO NOT DECREASE VALUE ON RELEASE VALUE USE VALUE
RESULTING IN LOWEST CHARGE. COMBINE ALL SAME DAY SHIPMENTS, TO SAME CONSIGNEE, SF
CARRIER, ON SAME B/L (NOT APPLICABLE ON JIT & RUSH) COMPLY WITH PACKING DESIGN
ROUTING:

THIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM IS
REQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES (04-01-00 TO 06-30-00)

REQUIRED AT DESTINATION 04-01-00

PROMISED AT DESTINATION.

ITEM	QTY ORD	PART-ID	PRICE
01	1 JOBS		\$67,388.372.00 E JOB

SERVICES RELATED TO NETWORK BUILD-OUT OF WINSTAR'S
NETWORK. SEE ATTACHED SHEET

ESTIMATED ORDER VALUE 67,388.372.00

**** END OF ORDER **** END OF ORDER **** END OF ORDER ****

MARY KARDOMATEAS

LUCENT TECHNOLOGIES INC
JOHN QUINN (770) 750-2593 (AUTHORIZED SIGNATURE), BUYER

ADDRESSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
SET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT

175

CONFIDENTIAL
3WC 0008063

LT 1120 (11/99)

Mar 24 01 11 54a Ritter
 MAR-23-2001 19 24

(703) 518-4488

P 6
 P 13/16

Statement and Invoice

14 August 2000

Lucent Technologies

FOR BILLING INQUIRIES PLEASE CALL
 FOR SERVICE INQUIRIES PLEASE CALL
 1-800-223-4787
 1-800-275-5496

Lucent
 800 North Point Parkway
 Room B3N750J
 Alpharetta, GA 30005

ACCOUNT NUMBER-
 FEDERAL TAX ID
 A9327187

SUMMARY OF CURRENT CHARGES

	AMOUNT
Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00
	<u>\$0.00</u>

DATE PAYMENTS AND ADJUSTMENTS

Re PO AS026145 Charges for the services listed below for the period 04/01/2000 through 06/30/2000
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering
 Inside Wire Engineering, Network Integration (CO Hubs B-Sites) Site Survey and Site Acquisition.

Total - Direct Costs
 \$54,475,548
 Total - Indirect Costs
 \$12,924,452

Total Due
 (Payment Due In
 30 days) \$
 \$67,400,000

Lucent Technologies Invoice for Direct and Indirect Labor, Second Qtr 2000 Acct. Number A9327187

Need more capacity? With WinStar Wireless Fiber Service additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order

(18)

CONFIDENTIAL
 3WC 0008084

Mar 24 01 11 55a Ritter
MAR-23-2001 19 23

(703) 518-4488

P 7
2/16

INVOICE

MY VOICE

BLUENT TECHNOLOGIES INC
P.O. Box 100317
ATLANTA, GA 30384-0017
ATTN: ACCOUNTS RECEIVABLE

卷之三

SHIP TO: **WINSTAR WIRELESS**
ATTN: JULIAN HAIDAO
2845 HORSE PEN ROAD
C-1483 1ST FLOOR
HERNDON
VA 20171

ASTAR WIRELESS
1111 WILIAN HAGOD
445 HORSE PEN ROAD
1463 1ST FLOOR

1202 VA
MOSKOWSKI

518

CONFIDENTIAL
3WC 0008085

19

Mar 24 01 11 55a Ritter
MAR-23-2001 19 24

(703) 518-4488

P 8

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לעומת הנזק שפוגע בבעלי נסיעות, נזק זה נזק נפשי.

G. H. H. 10

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To Tim, Graham

From: J, H:

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P 85/16

Purchase Order

DUPLICATE

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United States

Purchase Order#	Date	Revision	Page
WVF1 000002352	11/20/2000	1	
Payment Terms	Freight Terms		
Net 30	On Cr.	Ship Via	COLLECT
Buyer	Shelton, Brad	Currency Code	USD
SHIP TO:	2545 Horse Pen Rd		
	Hampton VA 23671-3401		
	United States		

Vendor LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30364-0317
United States
Fax: 404 573 4589BRN TO: 2545 Horse Pen Rd
ATTENTION: JULIAN HADDAD
Hampton VA 23671-3401
United States

Vendor ID	Reference#	Description	Line-Schd Vender Part #		Req ID	Quantity	UOM	PO Price	Extended Amt	Tax Exempt? N	Tax Exempt ID	Due Date
1	1	GENEVA INFRASTRUCTURE				65,509.331.00	DOL	1,000	65,509.331.00			09/30/2000
2	1	PHASE 1 A&E				12.00	EA	15,000.00	180,000.00			09/07/2000
3	1	PHASE 1 & 2 A&E				35.00	EA	30,000.00	1,050,000.00			09/07/2000

FOR LINE ITEM NOS. 2 AND 3:
 INVOICES MUST STATE WHAT SITE (STREET ADDRESS AND CITY)
 ACCEPTANCE DOCUMENTATION MUST BE ATTACHED TO EACH INVOICE
 FOR THE FOLLOWING POSSIBLE HUB SITES

1 Bridge Plaza
 1 Eason Ctr
 100 Crescent Center Pkwy
 105 Wizspark Dr
 10550 Riverside Dr
 12444 Powerscourt Dr
 13130 Daly Airlord Rd
 150 Oaklands Blvd
 1515 W 150th St
 15400 Sherman Way
 18001 Penbrook
 20300 Century Blvd
 222 Delaware Ave
 2221 E Lamar Blvd
 23272 Mill Creek Dr
 2500 Northridge Pkwy
 2500 N tel St
 25501 Plaza
 2707 Cobey Ave
 3000 Corporate Exchange Dr
 301 E Cork Ave
 301 Ft 17 North
 325 Esplanade
 330 E 3rd St
 332 W Broadway
 338 Hitched Rd
 4005 Windward Plaza
 4055 Valley View Ln
 4200 North Point Pkwy
 4450 Valley View Ln
 4550 North Point Pkwy

ORIGINATOR: LISA HICKS

PLEASE BE SURE TO INCLUDE THE PURCHASE ORDER NUMBER ON ALL INVOICES IN ORDER TO FACILITATE PAYMENT

THIS PURCHASE ORDER SHALL BE GOVERNED BY THE TERMS AND CONDITIONS OF THE SUPPLY AGREEMENT
 BETWEEN WINSTAR TELECOMMUNICATIONS, INC AND LUCENT TECHNOLOGIES, INC DATED OCTOBER 21 1998.All shipments, shipping papers, invoices, and correspondence must
 be identified with our purchase order number. Overshipments will
 not be accepted unless authorized by Buyer prior to shipment.CONFIDENTIAL
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MAR-23-2001 22 10

(703) 518-4488

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Purchase Order

WVF-1, LLC
1577 Spring Hill Rd
Vienna VA 22182-2223
United States

Purchase Order	Date	Revision	Page
WVF1 0000002058	09/08/2000	2	
Payment Term	Freight Terms		
Net 30	ORI	Ship Via	COMMON
Buyer	Shelton,Brad	Currency Code	USD
SHIP TO:	2545 Horse Pen Rd		
	Henderson VA 20171-3401		
	United States		

Vendor LUCENT TECHNOLOGIES INC
PO BOX 100317
ATLANTA GA 30384-0317
United States
Fax. 404 573 4888BILL TO: 2545 Horse Pen Rd
ATTENTION JULIAN HADDAD
Henderson VA 20171-3401
United States

Vendor ID:	Reference:	PO Number:	Line	Description	MB ID	Quantity	UOM	PO Price	Extended Amt	Due Date
0000000047	Reference: REQS 2005317 & 2005302/3115									

ALL QUESTIONS REGARDING THIS PURCHASE ORDER SHOULD BE DIRECTED TO BRAD SHELTON AT
703226-7877 THANK YOUTotal PO Amount 68,739.331 00All shipments, shipping papers, invoices, and correspondence must
be identified with our purchase order number. Over shipments will
not be accepted unless authorized by Buyer prior to shipment.

(21b)

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89/28/82 16 04 GPO LSC
LINE UP 144644Z NOV 82

POLI ASU26-1 DATE 104/20/01 PAGE 1

SHIP TO:
LUCENT TECHNOLOGIES
AS026212
M M DOWDY
310 NORTH FLINT PKWY
ALPHARETTA, GA 30004

James Washington
for the U.S.A.

DATE:09/20/00 PAGE: 2

VENDORS:
WINSTAR COMMUNICATIONS
ATTN: LISA HICKS
1709 LEESBURG PIKE
TYSON'S CORNER VA 22104-1

SEND PURCHASING CORRESPONDENCE TO:
LUCENT TECHNOLOGIES
PURCHASING RM 995640
900 NORTH POINT PKWY
ALPHARETTA, GA 31202

QUESTIONS REGARDING
PURCHASING 3511
TPNSP:404-573-4816
E. O. B. TERMS:

SEND INVOICES TO
LUCENT AS026212
P.O. BOX 103651
ATLANTA, GA 30348-6651
1-888-200-7500 (7 30-04 15 E=)

F O B POINT, TAX CERT NO 176-7-3654C-7
L I C O D INCLUDE PACKING LIST. DO NOT DECLARE VALUE. ON RELEASE VALUE USE VALUE
RESULTING IN LOWEST CHARGE. COMBINE ALL SAME DAY SHIPMENTS. TO SAME CONSIGNEE, SAME
ARRIxE, ON SAME B/L (NOT APPLICABLE ON JIT & RUSH). COMPLY WITH PACKING DESIGN
ROUTING.

PAY TERMS: NET 30
TAX EXEMPT, PURCHASED FOR RESALE

HIS IS A SERVICE ORDER RETURN OF THE ENCLOSED ORDER ACKNOWLEDGEMENT FORM 13
EQUIRED PRIOR TO EXECUTION OF ANY WORK OR SERVICES 104-30-001 TD 10-20-001

REQUIRED AT DESTINATION 02-29-00

PROVIDED AT DESTINATION.

ITEM QTY ORD PART-ID PRICE
U1 1 508 66-100-331 (u) 5.00

MISCELLANEOUS SERVICES RELATED TO NETWORK BUILD-OUT
OF WINSTAR'S NETWORK

ESTIMATED ORDER VALUE 65,502,331.00

END OF ORDER END OF ORDER END OF ORDER

MARY LARIMMATE

LUCENT TECHNOLOGIES INC.
JOHN QUINN (770) 760-5903 (AUTHORIZED SIGNATURE), BUYER

DIRECSEE ("SUPPLIER") SHALL FURNISH IN ACCORDANCE WITH TERMS AND CONDITIONS
ET FORTH IN THIS ORDER AND ON THE REVERSE SIDE OF THIS PAGE. HOWEVER, IF A
CONTRACT NUMBER IS SHOWN ON THIS PAGE, THE TERMS AND CONDITIONS OF THAT
CONTRACT REPLACE THOSE ON THE REVERSE SIDE OF THIS PAGE.
ST-VALUET 068809B40 VEN-CD:7MN10002 INS-SYM: U F.A CODE: 2
UPRNUU 4U55U PRMELT LNUDE PLACER: 625Y
LIENTIM M BOWDY TEL:678-291-9480 BLDG/RM:DK 92N2000
EL MAT L TO: MAT'L FOR DEPT: JMD670000 DBB DRG JMD670000
CCT:15124100 IAO16 JAS0000000 JAS669 L1 EPI

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MAR-23-2001 22 18

(703) 518-4488

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Statement and Invoice

13 September 2000

Lucent Technologies

FOR BILLING INQUIRIES, PLEASE CALL
FOR SERVICE INQUIRIES, PLEASE CALL1-800-223-4767
1-800-275-8496Lucent
800 North Point Parkway
Room B2N730J
Alpharetta, GA 30005ACCOUNT NUMBER: A9327187
FEDERAL TAX ID:

SUMMARY OF CURRENT CHARGES

AMOUNT

Installation Charges	\$0.00
Access Charges	\$0.00
Equipment Charges	\$0.00
Federal Excise Tax	\$0.00
Sales Tax	\$0.00
Local Tax	\$0.00
Gross Receipt Sales Tax	\$0.00
	<u>\$0.00</u>

DATE PAYMENTS AND ADJUSTMENTS

Re: Charges for the services listed below for the period 07/01/2000 through 09/31/2000 (3rd QTR)
 Switch Site Planning & Construction, Hub Site Planning & Construction, B-Site Planning & Construction, Broadband Riser Engineering,
 Inside Wire Engineering, Network Integration (CO Hubs, B-Sites), Site Survey and Site Acquisition

Total	Direct Costs
	\$53,880,375
Total	Indirect Costs
	\$13,411,559

Total Due
 (Payment Due in
 30 days) \$
 \$67,291,934

Lucent Technologies Invoice for Direct and Indirect Labor Second Qtr 2000 Accr Number A9327187

Need more capacity? With WinStar Wireless Fiber Service, additional links on existing circuits
 can be available in less than one week. Please call your Account Manager to place an order

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(703) 518-4488

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Winter-Tiefenwasserfischer, Inc.
Lorraine, Ill. 61054 (312) 343-1111

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**ROA
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Confidential

From Daniel_Csillag@lnotes5.bankofny.com
Sent Wednesday November 15 2000 8 55 PM
To siddharth_kasera@sfs.siemens.com
Cc Frubin@winstar.com kmonaco@winstar.com
Subject Winstar Capital Corp Amendment Request

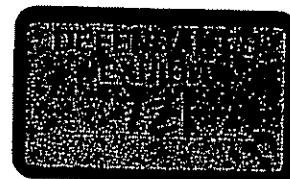
 Adobe Portable Document  Adobe Portable Document  Adobe Portable Document

> -----
> From Daniel_Csillag@lnotes5.bankofny.com
[SMTP DANIEL_CSILLAG@LNOTES5.BANKOFNY.COM]
> Sent Wednesday, November 15, 2000 8 55 01 PM
> To siddharth_kasera@sfs.siemens.com
> Cc Frubin@winstar.com kmonaco@winstar.com
> Subject Winstar Capital Corp Amendment Request
> Auto forwarded by a Rule
>

Attached please find an amendment request package with respect to the \$1.15 Billion Senior Secured Credit Facilities for Winstar Capital Corp. In addition to the amendment request, attached to this E-Mail are two NON-PUBLIC projection models (Base Case & Scaled Back). If your institution is one that cannot see these projections, please delete the two projection files.

(See attached file Microsoft Word - Amendment Letter 1.pdf) (See attached file DebtModel_11_15_00_base.pdf) (See attached file DebtModel_11_15_00_Scaled_back.pdf)

The information in this e-mail, and any attachment therein, is confidential and for use by the addressee only. If you are not the intended recipient, please return the e-mail to the sender and delete it from your computer. Although the Bank of New York attempts to sweep e-mail and attachments for viruses, it does not guarantee that either are virus-free and accepts no liability for any damage sustained as a result of viruses.



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BNY CAPITAL MARKETS, INC

ONE WALL STREET NEW YORK, N.Y. 10286

Date November 15 2000
To Winstar Capital Corp ('Winstar' or the 'Company') Lenders
From BNY Capital Markets Inc
RE Amendment No 2 Request

In order to allow Winstar to continue to focus on the execution of its business plan including the expansion of its broadband network, products and services it has entered into agreements (subject to final documentation and standard conditions precedent) that will provide it with approximately \$1.02 billion in additional capital ('the Additional Capital') of which \$770 million is immediately available. The Additional Capital is comprised of a (i) \$270 million private equity investment purchased by Microsoft Corporation, Compaq Computer Corporation, Credit Suisse First Boston Private Equity and Welsh Carson, Anderson & Stowe VIII L.P. This investment is in the form of convertible preferred stock ('the Preferred Stock') which converts into common stock initially at \$25 per share and includes five year warrants to purchase an aggregate of 4,590,000 shares of common stock at an initial exercise price of \$25 per share (ii) \$500 million equipment leasing facility, of which \$250 million is available immediately with an affiliate of Cisco Systems, Inc ('the Cisco Facility') (iii) \$50 million equipment leasing facility with Compaq Financial Services Inc ('the Compaq Facility' and collectively with the Cisco Facility the 'Lease Facilities') and (iv) \$200 million senior loan made by Siemens Financial Services, Inc ('the Siemens Loan')

The Lease Facilities (i) are guaranteed by Winstar Communications, Inc and Winstar Capital Corp (ii) have a tenor of 36 months (iii) are structured as triple net leases, (iv) each have a special purpose vehicle as the borrower under such facility (which shall be wholly owned subsidiaries of Winstar Wireless, Inc) and (v) provide the lessee with the option to purchase the equipment at the end of the lease term. The Cisco Facility will be predominantly used to finance the purchase of routers, hubs and other equipment enhancing the performance and capabilities at the edge of Winstar's network. The Compaq Facility will be predominantly used to finance the ongoing expansion and development of Winstar's rapidly growing Web hosting and application service provider infrastructure and offerings. The Cisco Facility is permitted under Section 8.02(a)(i)(E)(4) of the credit agreement and the Compaq Facility is permitted under Section 8.02(a)(i)(E)(3) of the credit agreement.

The Siemens Loan will be structured as a new term loan ('Term Loan C') under the \$1.15 billion senior credit facilities ('the Facilities'). As such the Facilities shall be increased to \$1.35 billion. The Term Loan C matures on December 31 2007. All other terms of the Term Loan C are identical to those under the existing Term Loan B.

- In order to permit the Term Loan C, the consent of the Required Lenders (>50%) under the Facilities is required. Therefore the Company requests a second amendment ('Amendment No 2') to the Facilities to allow for the Term Loan C. Additionally, the company intends on utilizing up to \$200 million of proceeds from the Additional Capital to repay outstandings under the credit agreement with Lucent Technologies, Inc ('Lucent'). Therefore the Facilities will also be amended to allow for this prepayment so long as such prepayment occurs no later than December 31 2000. This prepayment makes up to an additional \$200 million immediately available under the Lucent facility. Winstar will still have a maximum available funding commitment of \$1.0 billion under the Lucent facility.

Confidential

Winstar Capital Corp.
Amendment No 2 Request
November 15, 2000
Page 2

The Bank of New York, CIBC World Markets, Corp Citicorp North America Inc and Credit Suisse First Boston have approved Amendment No 2 Responses to Amendment No 2 are requested by no later than 5:00 p.m. Eastern Time, Thursday November 30 2000 (the "Amendment Response Date") An amendment fee equal to 0.125% will be paid to each Lender that executes Amendment No 2 by the Amendment Response Date based on each Lender's commitment amount on such date.

A conference call will be held by the management of Winstar on Friday November 17 2000 at 11:30 a.m. Eastern Time to provide an update on the Company's operations and an overview of the Additional Capital. The teleconference can be accessed by dialing 1 888-282-0372 and providing the operator with the passcode, "WINSTAR" and the conference leader's name, "DANIEL CSILLAG". A replay will be available from November 17 2000 at 3:00 p.m. until December 1 2000 at 5:00 p.m. by dialing 1 800-867 1928. Additionally a conference call will be held to discuss the enclosed financial projections. Details regarding this call will be forwarded to you shortly.

Attached is an amendment information package to assist you in your review. This contains (i) revised financial projections (the "Revised Projections") after giving effect to the Additional Capital which includes a summary comparing the Revised Projections with the projections contained in Winstar's Confidential Information Memorandum dated April 2000 (ii) financial projections representing a scaled back business plan assuming no additional sources of funding are obtained after giving effect to the Additional Capital (iii) organizational charts detailing the company's domestic and international subsidiaries, and (iv) a Contact List. An execution copy of Amendment No 2 will be forwarded to you shortly. If you have any questions please feel free to speak with anyone on the Contact List. On behalf of Winstar your timely response to this Amendment request and continued support of the Company is greatly appreciated.

**ROA
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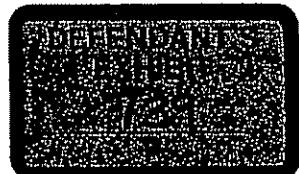
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

SECURITIES AND EXCHANGE COMMISSION,)	
)	
	Plaintiff,)
))
)	Civil Action No
LUCENT TECHNOLOGIES INC ,))
NINA AVERSANO,)	COMPLAINT
JAY CARTER,))
ALICE LESLIE DORN,)	JURY DEMANDED
WILLIAM PLUNKETT,))
JOHN BRATTEN,))
DEBORAH HARRIS,))
CHARLES ELLIOTT,))
VANESSA PETRINI,))
MICHELLE HAYES-BULLOCK and))
DAVID ACKERMAN,))
	Defendants)
))

Plaintiff Securities and Exchange Commission (the "Commission") alleges

ADDRESSES OF THE PARTIES

1 The address of the Commission is 450 Fifth Street, N W , Washington, D C The principal executive offices of Lucent Technologies Inc ("Lucent") are located in Murray Hill, New Jersey Nina Aversano resides in Kinnelon, New Jersey Jay Carter resides in Far Hills, New Jersey Alice Leslie Dorn ("Leshe Dorn" or "Dorn") resides in New York, New York William Plunkett resides in Little Rock, Arkansas John Bratten resides in Alpharetta, Georgia Deborah Harris resides in Shaker Heights, Ohio Charles Elliott resides in Roswell, Georgia Vanessa Petrini resides in Davidsonville, Maryland Michelle Hayes-Bullock resides in Orange, New Jersey David Ackerman resides in McLean, Virginia.



of the fraudulent conduct, Lucent filed materially misstated Forms 10-Q with the Commission for the first three quarters of its fiscal year 2000, and that revenue was improperly included in Lucent's October 23, 2000 unaudited financial statements that were filed with the Commission in a Form 8-K on October 24, 2000. In December 2000, Lucent ultimately agreed to take back \$352 million in inventory that Anixter and Graybar had been unable to sell. In total, Aversano and Dorn's fraudulent conduct resulted in Lucent materially overstating its pre-tax income for fiscal year 2000 by approximately 7 percent.

Winstar Software Pool Transaction

William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman

52 In September 2000, William Plunkett negotiated, with the assistance of Lucent's Winstar sales team members Deborah Harris and Vanessa Petrini, the sale of \$135 million worth of software in a software pool transaction with David Ackerman of Winstar. The software pool arrangement allowed Winstar to select software by September 29, 2001, and Lucent to recognize \$135 million in revenue in its fiscal year ending September 30, 2000. After the parties agreed to and properly documented a \$10 million credit, Lucent recognized \$125 million on the software pool transaction in its 2000 fiscal year.

53 This transaction was particularly important to Lucent because the entire amount of revenue was recorded as pre-tax income without any off-setting expense. However, such revenue was recognized in violation of GAAP due to actions of William Plunkett, Deborah Harris, Vanessa Petrini, and David Ackerman.

54 In September 2000 during the negotiations for the software pool agreement, Ackerman told Plunkett that the pool of software to be purchased by Winstar

was worth only about \$25 million to the company. As a result, and before committing to pay more than this amount, Ackerman needed additional value from Lucent. At that time, Ackerman understood Lucent's critical need to recognize revenue in its fiscal year ending September 30, 2000, and used that leverage to gain very favorable additional terms for Winstar. Responding to pressure from Lucent's senior management, including Aversano, to recognize revenue, Plunkett reached an agreement with Ackerman in which Winstar would pay Lucent \$135 million for the software and the parties would separately document additional elements of the software pool transaction that would give Winstar additional value. The additional value came in the form of a \$35 million credit to be applied to Winstar's future purchases, a \$45 million credit expected to comprise substantially all the cost of a network integration laboratory for Winstar, and reduced pricing for Winstar on purchases of equipment for building and hub sites ("the side agreements")

55 Before the parties signed the software pool agreement on September 29, 2000, Ackerman asked that Lucent put the side agreements in writing. Plunkett agreed to Ackerman's request. At that time, both Plunkett and Ackerman knew that the software pool agreement and the side agreements were elements of a single transaction.

56 To ensure that Lucent's accountants would not deduct the value of Lucent's obligations documented in the side agreements from the \$125 million Lucent would recognize on the software pool agreement in September 2000, Plunkett instructed Petrini to draft and post-date three letters documenting the side agreements with fictitious dates in October. The effect of the post-dated letters was to create the appearance that the side agreements were reached after September 30, 2000 and were not connected to the

software pool agreement. Petrini drafted and post-dated the letters as instructed and Plunkett signed the post-dated letters on September 29, 2000. Plunkett and Petrini kept the post-dated letters in their files, did not circulate them outside the sales team (except as to Ackerman), and did not make further copies.

57 Ackerman received the three executed post-dated letters on September 29, 2000 and knew that they did not accurately portray the entire software pool transaction. Nevertheless, Ackerman agreed to Plunkett's post-dating of Lucent's obligations thereby creating the false appearance that they had been agreed to after September 30, 2000. Ackerman also counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites. Ackerman post-dated that letter October 20, 2000 and sent that executed letter back to Plunkett on September 29, 2000. All three letters were eventually resent to Ackerman at Winstar on their fictitiously stated dates in October 2000. Ackerman counter-signed the letter dealing with reduced pricing on purchases of equipment for building and hub sites again on October 20, faxed the letter to Plunkett and destroyed the original post-dated letter.

58 Deborah Harris understood that Winstar would not utilize the entire \$135 million of software, and therefore Winstar wanted additional value in exchange for its agreement to pay \$135 million for that software. During the negotiations for the software pool agreement, Petrini and Harris also knew that Lucent had agreed to provide the side agreements to Winstar and that the software pool agreement and the side agreements were elements of a single transaction. Petrini told Harris that Plunkett and Petrini had documented the side-agreements in post-dated letters. Petrini, Harris, Plunkett, and Ackerman knew, or were reckless in not knowing, that if the credits and discounts had

been properly recorded by Lucent in the same quarter that the software pool agreement was executed, Lucent would not have recognized \$125 million on the transaction.

59 On October 4, 2000, a member of Lucent's CFO structure with responsibility for Lucent's Winstar sales team emailed Harris and Petrini specifically requesting any information regarding discounts or incentives offered by Lucent to Winstar other than the \$10 million credit that had been properly documented. Despite knowing of the existence of the side agreements and the true nature of the concessions granted to Winstar, Harris and Petrini nevertheless failed to disclose the other aspects of the software pool agreement to the accountant.

**Effect of Winstar Software Pool Transaction
on Lucent's Reported Financial Results**

60 By not taking the three credits and discounts into account, Lucent improperly recorded \$125 million in revenue and pretax income in its fourth fiscal quarter of 2000 in violation of GAAP. That amount represented 26 percent of Lucent's pre-tax income for its fourth fiscal quarter 2000, and 4 percent of Lucent's pre-tax income for fiscal year 2000. That amount was included in Lucent's October 23, 2000 unaudited financial statements filed with the Commission on October 24, 2000 in a Form 8-K.

61 Plunkett, Harris, Petrini and Ackerman each acted with knowledge or recklessly engaged in the above described fraudulent conduct. Each knew, or was reckless in not knowing, that as a result of the fraudulent conduct, Lucent filed materially false financial statements with the Commission in the Form 8-K.

**ROA
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1428**

**Winstar
Executive Briefing**

October 20, 2000

- Tab 1 Overview of Winstar
- Tab 2 End of Quarter Deals
- Tab 3 Global Winstar Account Team
- Tab 4 Global Account Plan
- Tab 5 Financing Background



Memorandum

To: Peter Denick
From: Beth Pericone
CC: Leslie Rogers, Paul Hayes, Michael Keefe, Adrian Alfred
Date: 10/26/00
Re: WVF I LLC ("Winstar")-Refinancing Requirement

Background

On May 4, 2000 Lucent entered into a \$2B senior secured financing with WVF I LLC, a subsidiary of Winstar Communications, Inc. (NASDAQ: WCF). The purpose of this facility is to support purchases of eligible equipment under the Lucent Supply Agreement dated 10/21/98. This Lucent financing was provided in conjunction with a recapitalization of WCF, which included the following:

- \$900M Equity Investment
- \$1.6B Public Debt Offering
- \$1.150B Senior Secured Bank Facility

At the time of Lucent's approval, it was our understanding from the Winstar treasurer that borrowings would not exceed \$250M as of 9/30/00. It was therefore negotiated that if outstanding Lucent Loans (a defined term in our Credit Agreement) exceeded \$500M, Lucent could require a refinancing of all or a portion of the Lucent Loans.

Status of Lucent Loans

This week Winstar supplied Lucent a borrowing request for an additional \$109M, consisting of \$124M Non-Lucent Content and \$65M Lucent Content. With this request WVF I LLC will have drawn Lucent Loans of over \$685M. Since the closing of this new facility in May, the draws for Lucent and Non-Lucent content have been as follows:

Lucent Content \$301M or 44%
Non-Lucent Content \$384.5M or 55%

The current Lucent Supply Agreement mandates that at least 70% of all purchases be made for Lucent Content, with the balance of 30% allowable for Non-Lucent Content purchases made via the Supply Agreement. This requirement is monitored annually by the Commercial Team and is likely to not be met again this year. If Winstar does not comply with the content restriction, Winstar is liable for a penalty based upon the amount the non-Lucent content exceeds the 30% limit, up to a maximum penalty of \$3M. (Last year Winstar was not in compliance and the penalty waived by the Commercial Team.) Winstar is expecting to be in breach again and will be subject to the maximum \$3M penalty.

* Page 1

**ROA
TAB
1443**

Memo

To D Hopkins B Verwaayen
From B Perricone B Keller
CC B Quinn P Demick M Hund Mejean
Re Winstar Due Diligence

We have concluded our due diligence on Winstar and thought that you might be interested in a brief executive summary. The review took place from December 1 2000 to December 15 2000 and encompassed (1) a review by PFO and Credit of the latest electronic models of the company's business plans (2) an information gathering session with Winstar Management held on November 30, 2000, (3) an information gathering session and a visit to Winstar's NOC in Virginia on December 14 2000 and (4) a review of the network architecture and underlying CAPEX assumptions with the Lucent Commercial and Product Units. Based on the above we provide the following summary

- Good business model Winstar a service provider that offers last mile broadband solutions uses a hybrid of fiber and fixed wireless to compete with the ILECs,
- Winstar has a much larger addressable market than fiber based CLECs and has proven its ability to add customers and gain business access rights
- Winstar continues to demonstrate the ability to execute its plan by continually exceeding management and Wall Street expectations
- The company's plan is scalable and as such has sufficient capital and resources currently to fully fund its operations to free cash flow positive
- Management has been extremely successful in raising debt and/or equity over the last 12 months (\$1.17B in new equity and \$1.9B of new debt (net of refinancing))
- Assuming normal capital market conditions the company is likely to enable a refinance of its debt and/or increase its debt capacity in '04
- ➤ The current scaled model provided to Lucent reflects the ability to absorb an additional 2% interest carry cost upon the end of a Refinance Notice but is unable to carry interest based on the Lucent Conversion Option
- We recommend an adjustment be made to the current AQR rating from 6 to 7 due to (1) Lucent Loans structurally subordinate to Bank Debt (2) CLEC sector under scrutiny due to concerns over profitability of the business model and (3) challenging conditions in the high yield and syndicated loan markets which may make it more difficult for Lucent to decrease its exposure and in fact may require us to make available all or a portion of our commitments

SECTION V HISTORY OF RELATIONSHIP / OBJECTIVES / OPTIONS / RECOMMENDATION	
History of Relationship	
Lucent Facility	
<p>On May 4 2000 Lucent entered into a \$2 billion senior secured financing with WVF I LLC a subsidiary of Winstar Communications Inc (Winstar) The purpose of this facility is to support purchases of eligible equipment under the Lucent Supply Agreement dated 10/21/98 This Lucent financing was provided in conjunction with a recapitalization of Winstar which included the following 1) \$900 million Equity investment 2) \$1.6 billion Public Debt Offering and 3) \$1.150 billion Senior Secured Bank Facility</p> <p>Winstar has \$559.6 million outstanding under the Lucent Facility (Lucent Loans) At the time of Lucent's approval it was our understanding from this client that borrowings would not occur until after October 1 2000 nor exceed \$500 million Due to the deterioration in the high yield markets in April the company raised less than anticipated and therefore accessed the Lucent Facility sooner than anticipated</p> <p>To limit Lucent exposure it was negotiated that if in the event Lucent Loans exceed \$500 million Lucent could require a refinancing of all or a portion of the Lucent Loans Once notice is provided Winstar has 90 days (or 105 if necessary to complete a year end audit) to refinance the Lucent Loans A \$2 billion shelf registration is in place to allow for this refinancing If at the end of the 90 or 105 day period, the Lucent Loans are not refinanced, Lucent has two options 1) Conversion Provision - Lucent has the right to convert any of the Lucent Loans to what is referred to in the Credit Agreement as Conversion Notes These Conversion Notes could be priced as high as 2% above Winstar's 12.75% Sr Notes due 2010 Currently these notes carry a YTW of 27.22% which in effect means that if Lucent could force a conversion today the Conversion Notes would price at 29.22% It is likely that the pricing on the notes would increase due to the debt service required for these notes and the resultant funding gap that would occur and 2) Yield & Credit Enhancement - at the end of the 90 or 105 days if Lucent Loans are not repaid the pricing on outstanding Lucent Loans increases by 2% In effect the price would increase to Libor + 5.75% from Libor + 3.75% In addition full voting rights are restored on assignments and participations and Winstar's permission is no longer required to sell the Lucent Loans Lastly there are also drawdown restrictions that require compliance with the content provisions of Lucent's Supply Agreement (See below for content requirements)</p>	
<p>Supply Agreement</p> <p>The current Lucent Supply Agreement mandates that at least 75% of all purchases be made for Lucent Content with the balance of 25% allowable for Non Lucent Content purchases made via the Supply Agreement This requirement is monitored annually by the Commercial Team and is likely to not be met again this year The maximum penalty for non compliance of the content requirement is \$3 million (Last year Winstar was not in compliance and the penalty was waived by the Commercial Team)</p>	
<p>Profitability of Relationship</p> <p>For fiscal 2000 Winstar generated \$533 million of revenue to Lucent at an SGP of 61% however this includes a significant software deal for \$100 million that drove the margin higher CFO has advised that currently there is no ability to reconcile to a net margin It does not appear that a business case was ever prepared when the Lucent Facility was increased to \$2 billion from \$1 billion</p>	
<p>Reserves</p> <p>Lucent is currently "not" reserving for cost of financing and loan loss reserves We recommend a 20% cost of financing and 15.77% loan loss reserve given the loan structure proposed hold period and AQR rating</p>	

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\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

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\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

FOR RELEASE THURSDAY OCTOBER 22 1998

NEW YORK October 22 1998 WINSTAR COMMUNICATIONS (NASDAQ: WCII) and LUCENT TECHNOLOGIES (NYSE: LU) today announced that they have entered into a long term strategic relationship to build out WinStar's fixed wireless broadband telecommunications network in major domestic and international markets. Lucent will provide world class technology, network design, integration and buildout services and the vast majority of the communications hardware and software for WinStar's global network.

Over the life of the five year agreement, Lucent will also provide up to \$2 billion in equipment financing to fund the buildout of the world's first global end to end broadband network. WinStar may draw this financing in tranches not to exceed \$500 million at any one time in accordance with mutually agreed upon terms.

Through its Wireless FiberSM services, WinStar's network provides customers with a single reliable source of local and long distance phone service as well as a full array of high speed data, Internet and information services. The agreement gives WinStar, which was already fully funded to complete its 40 market buildout by the end of 1999, additional resources which will allow it to complete the national deployment of its wireless broadband network ahead of schedule. These resources also will enable WinStar to increase the number of U.S. cities to which it will bring its network and to build networks internationally.

William J. Rouhana Jr., chairman and chief executive officer of WinStar, said, "This is a defining moment for WinStar. Lucent's major commitment of expertise and financing, combined with the overwhelming speed to market and cost advantages of WinStar's business model, clearly propels us to the top of the competitive local exchange carrier industry. With Lucent's network knowledge behind us, we are positioned to be the first competitive carrier to create a nearly ubiquitous end to end broadband network in the top 100 world markets."

WinStar was already fully financed to build out its 40 city plan and achieve positive EBITDA by the year 2000. Rouhana continued, "We are now at a new level with enough capital to achieve

Lucent Techr
Bell Labs



\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

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positive net income and control over when we build out our network in up to 100 cities around the world. We now have the opportunity to aggressively plan for our expansion into the top 50 domestic markets and into the international marketplace as well.

Carly Fiorina, group president of Lucent's Global Service Provider business said, "We are proud and excited that WinStar selected Lucent to design and build the kind of feature rich network that will enable it to serve its customers better. WinStar is revolutionizing the way that businesses receive and use broadband telecommunications services and we are excited about furthering that revolution through this strategic relationship. This complete network solution will showcase the breadth of Lucent's product lines, the value of Bell Labs innovations and our unmatched expertise in helping customers design, build and turn up their networks quickly and profitably."

Nathan Kantor, president and chief operating officer of WinStar said, "With its world class technology, scale and state of the art expertise, Lucent is the most prestigious and desirable company with which to have this kind of strategic relationship. WinStar and Lucent will work hand in hand in every aspect of our network buildout. Lucent has the broad resources necessary to ensure that we maintain the highest standards of quality and reliability throughout our expansion which will enable us to increase our focus on building the customer base and to achieve national ubiquity faster than anyone thought possible."

Under the agreement

- Lucent will provide network design, integration and buildout services for WinStar's end to end global network encompassing a flexible, scaleable architecture to accommodate WinStar's present and future voice and data service offerings. WinStar will continue to operate and maintain final design authority for its network.
- Lucent will provide its superior technology and equipment for this state of the art network. Lucent will also access, test and integrate all elements in WinStar's network, including equipment from other manufacturers.

WinStar plans to implement a nationwide fixed wireless broadband local network that will be integrated with an optical network that will use Lucent's 80 channel dense wave division multiplexing (DWDM) optical networking equipment. Lucent's WaveStar™ OLS 400G dramatically boosts the capacity of fiber optic networks by transporting up to 80 wavelengths or channels of voice, data and video traffic.

\$2 billion WinStar/Lucent strategic agreement to expand WinStar's broadband network

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simultaneously on a single fiber

The network solution also includes Lucent's flagship product the SESS® AnyMedia™ switch and the AnyMedia™ Access FAST digital loop carrier. Lucent will also supply PortMaster® Internet protocol remote access technology and remote access concentrators, its network management software and professional services as well as power equipment.

Lucent Technologies (NYSE: LU), headquartered in Murray Hill, N.J., designs, builds and delivers a wide range of public and private networks, communications systems and software, data networking systems, business telephone systems and microelectronic components. Bell Labs is the research and development arm for the company. For more information on Lucent Technologies, visit our web site at <http://www.lucent.com>.

WinStar Communications Inc. is a facilities based national local communications company, serving business customers in major markets throughout the U.S. The company provides local and long distance phone service and high speed data, Internet access and information services. WinStar provides these Wireless FiberSM services over its own network, using its licenses in the 28 and 38 GHz spectrum.

For more information, reporters may contact:

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WinStar Communications
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Lucent Technologies
Bell Labs Innovations

400 M - T - N AVE/DR
MURFETT IL IL 60774 USA

April 9 2001

VIA FACSIMILE (212 584 4001)

Winstar Communications Inc
WVF 1 LLC
WVF LU2 LLC
The Winstar Building
685 Third Avenue 9th Floor
New York NY 10017
Attn: Treasurer and General Counsel

Re Lucent Credit Facility

Ladies and Gentlemen

We refer to your letter dated April 2 2001 received by us on April 3 2001 and to the Credit Agreement (the "Credit Agreement") dated as of May 4 2000 among you Lucent Technologies Inc as administrative agent and lender and The Bank of New York as collateral agent. Capitalized terms not defined in this letter shall have the meanings ascribed to them in the Credit Agreement.

In your April 2 2001 letter you assert that all conditions for Borrowing have been fully satisfied. However we respectfully disagree and believe you have not met the borrowing conditions for several reasons including without limitation the following:

During meetings that occurred last week among your executives and representatives of Lucent your executives made verbal statement that clearly indicate that you have not complied with various collateral requirements in the Credit Agreement for the Collateral located in the U.S. Specifically your executives stated that the Collateral located in the United States is being used and or is in the possession of various Winstar entities other than the Borrowers under the Credit Agreement and Winstar Wireless the only entity that has executed an Equipment User Agreement. In addition we were informed that no leases are in place regarding the use of Collateral by the various Winstar entities using Collateral. Furthermore no UCC filings have been made in the name of any of these other Equipment Users. These facts are violations of Sections 5.14, 5.17 and 6.13 of the Credit Agreement.



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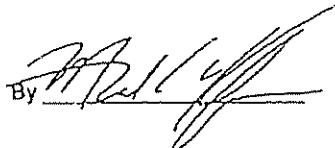
In addition, based upon information Lucent and its representatives have received from you over the last few weeks including verbal statements made by your executives we believe you are not able to certify that the representation and warranty in Section 3.07(b) of the Credit Agreement no Material Adverse Effect since December 31 1999 is true and correct in all material respects

Furthermore as outlined in Michael Monlemarano's letter to Richard Uhl dated March 1 2001 we notified you that you are in violation of the Section 6.13 of the Credit Agreement regarding Collateral located outside of the United States. We clearly indicated in the letter that we would not permit borrowings under the Credit Agreement for any reason other than to finance the unpaid purchase price for Lucent Products located in the United States. The notice including our willingness to finance unpaid US invoices was provided prior to our obtaining knowledge of any of the other circumstances described above

We do remind you that each borrowing is deemed a representation that all of the borrowing conditions in Section 4.03(a) through (d) and if applicable (e)

If you have any information you can provide to us to prove that the facts outlined above are not accurate please provide it to us promptly and we will certainly review it

Lucent Technologies Inc

By 

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1722**

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Tab 137

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

WINSTAR COMMUNICATIONS, INC et al.,

Debtors

CHRISTINE C SHUBERT, CHAPTER 7
TRUSTEE OF WINSTAR
COMMUNICATIONS INC AND WINSTAR
WIRELESS, INC,

Plaintiff,

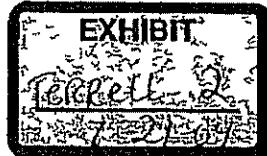
v

LUCENT TECHNOLOGIES INC,

Defendant

Chapter 7
Case No 01 01430
(Jointly Administered)

Adv Pro No 01 01063 (JBR)



DECLARATION OF VERNON TERRELL IN SUPPORT OF
MOTION OF DEFENDANT LUCENT TECHNOLOGIES INC
FOR SUMMARY JUDGMENT [WITH ACCOMPANYING EXHIBITS 1-4]

Volume I

Daniel J DeFranceschi (DE #2742)
Rebecca L Booth (DE #4031)
Jason M Madron (DE #4431)
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*Attorneys for Defendant
Lucent Technologies Inc*

June 11 2004

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St Peter

404-573-4239

P 2

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

In re

WINSTAR COMMUNICATIONS INC et al

Debtors

CHRISTINE C SHUBERT CHAPTER 7
TRUSTEE OF WINSTAR
COMMUNICATIONS INC AND WINSTAR
WIRELESS, INC

Plaintiff

v

LUCENT TECHNOLOGIES INC.,

Defendant

Chapter 7
Case No 01-01430
(Jointly Administered)

Adv Pro No 01-01063 (JBR)

DECLARATION OF VERNON TERRELL IN SUPPORT OF MOTION OF
DEFENDANT LUCENT TECHNOLOGIES INC FOR SUMMARY JUDGMENT

I VERNON TERRELL hereby declare as follows

1 I am Director of Asset Management at Lucent Technologies Inc
(Lucent")

2 Pursuant to Section 6 of the Software Pool Agreement entered by
Winstar Communications Inc ("Winstar") and Lucent on September 29 2000
(WC 0024142-43, a true and complete copy of which is attached hereto as Exhibit 1) on
February 6 and April 6 2001, Lucent invoiced Winstar for a total of \$67.5 million
(\$33.75 million per invoice) in software license fees for the quarters ending
December 31, 2000 and March 31, 2001 respectively Attached hereto as Exhibits 2

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(LW00300267) and 3 (LW00300268), respectively, are true and complete copies of those invoices

3 Approximately \$42.75 million of those license fees are for the right to use Lucent's software in the period beginning December 8, 2000. The fee attributable to the period between December 8 and December 31, 2000, is derived by prorating the quarterly fee of \$33.75M over 24 days for a total of approximately \$9 million.

4 Lucent provided those software licenses on an unsecured basis and Winstar never paid those software licensing fees.

5 Exhibits 2 and 3 are invoices that were created based on data entry by persons with knowledge of the information they entered, at or near the time that the goods or services to which the invoices refer were provided by Lucent to Winstar. The invoices are records made in the ordinary course of business and such invoices are regularly prepared and maintained by Lucent.

6 Lucent also provided Winstar with approximately \$28,566,207.62 in goods and services on an unsecured basis after December 7, 2000. Lucent invoiced Winstar for those goods and services. True and complete copies of those invoices are attached hereto as Exhibit 4 (LW00300269-71, LW00300273-74, LW00300278-LW00300281-87, LW00300289-94, LW00300296, LW00300301, LW00300303-05, LW00300307-14, LW00300316-17, LW00300326-29, LW00300331-33, LW00300336-413, LW00300415-18)

7 Winstar never paid Lucent for goods and services referred to in Paragraph 6 and evidenced by the invoices attached as Exhibit 4.

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St Peter

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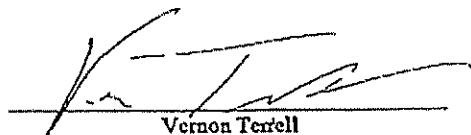
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8 The invoices attached as Exhibit 4 were created based on data entry by persons with knowledge of the information they entered at or near the time that the goods or services to which the invoices refer were provided by Lucent to Winstar. The invoices are records made in the ordinary course of business and such invoices are regularly prepared and maintained by Lucent.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge

Executed on June 10 2004

Alpharetta, Georgia



Vernon Terrell

CERTIFICATE OF SERVICE

I, Jason M. Madron hereby certify that on May 1, 2006 I caused copies of the foregoing **Lucent Technologies Inc.'s Appendix - Volume I** to be served upon the following parties in the manner indicated:

Via Hand Delivery:

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Jason M. Madron (DE Bar No. 4431)